

REMARKS

Claims 1-3 and 34-42 are pending in the present application. Claims 1-3 and 34-40 are rejected over prior art. Applicants request reconsideration and allowance in view of the following remarks.

CLAIMS REJECTION – 35 USC 103(a)

Claims 1, 3, 34-35, 37 and 41-42 are rejected under 35 USC 103(a) as being unpatentable over Anvekar et al. (US 6,684,072) in view of Wallenius (US 6,760,417). Applicants traverse this rejection.

Claims 1 and 34 are independent claims and both recite similar features. Accordingly, Applicants will traverse the rejection using claim 1 as the representative claim. The Examiner alleges that Anvekar teaches all the limitations recited in claim 1, except the limitation “the service data node module storing at least one of user information, service information, and network information, and the service data node module allowing the user to implement service creation and service negotiation without service provider intervention.” The Examiner, however, alleges that Wallenius teaches such limitation. For support, the Examiner cites column 6, lines 9-25 and 34-55.

Applicants do not acquiescence to the Examiner’s allegations, but for reference, Applicants reproduce column 6, lines 9-25 and 34-55 of Wallenius below.

In another alternative for performing charging when prepaid services are used the mediator unit 14 requests the billing unit 15 to place a predetermined amount of the money in the prepayment account at its disposal and from the sum it receives, the mediator unit 14 then subtracts the amount corresponding to the services used by the subscriber 10. If the subscriber stops using a service, thereby deactivating for example the MM or PDP context 21 to 25, the corresponding amount of

money that is left is transferred back into the prepayment account at the billing unit 15. On the other hand, if the amount of money transferred to the mediator unit 14 is exhausted, the mediator unit 14 requests a new sum from the billing unit 15. If the prepayment account at the billing unit 15 is exhausted, and a new sum cannot be transferred from the billing unit 15 to the mediator unit 14, the subscriber 10 is prevented from using the services. (Emphasis added.)

In a preferred embodiment of the invention a first context event fulfilling the trigger conditions and associated with a session of the subscriber 10 or with a particular context 21 to 25 of a session of the subscriber 10 triggers the intelligent network service in the service control function 14 acting as the mediator unit function. The service control function 14 acting as the mediator unit function determines the charging algorithm to be applied. The charging algorithm provides the context events that are significant for charging. After the charging algorithm has been determined the mediator unit function 14 informs the support node 11 or 12 the context events it is interested in and requests a report of the events. The report is recurrently provided on the events concerned in association with one and the same session or context 21 to 25, without a separate request, for as long as the context 21 to 25 or the session is active. In another preferred embodiment of the invention the mediator unit function 14 triggers an intelligent network service in the billing entity 15 when a first intelligent network service of a particular subscriber 10 at a particular moment is triggered in the mediator unit function by a context event. The intelligent network service initiated in the billing entity 15 as a result of the triggering then checks the account of the subscriber 10 and if there is no money left in the account, it deactivates the context 21 to 25 that performed the triggering and prevents the generating of new contexts 21 to 25. (Emphasis added.)

Applicants note that the Examiner alleges that a mediator unit 14 of Wallenius is equivalent to a service data node module recited in claim 1, and Wallebius teaches what Anvekar fails to teach. But as can be clearly seen in the above two (2) quoted paragraphs, especially with reference to the underlined passages, nowhere does it teach or suggest that the mediator unit 14 stores “at least one of user information, service information, and network information, and the service data node module allowing the user to implement service creation and service negotiation without service provider intervention” as recited in claim 1.

For at least the reasons given above, Applicants submit that independent claims 1 and 34 are patentable over the Examiner's cited references. In addition, dependent claims 3, 35, 37 and 41-42 are also patentable for respectively depending on an allowable base claim.

Claims 2, 36 and 40 are rejected under 35 USC 103(a) as being unpatentable over Anvekar et al. in view of Wallenius in further view of Bianconi et al. (US 2002/0119766). Applicants traverse this rejection.

As remarked above, independent claims 1 and 34 are patentable over the Examiner's cited references. In addition, Bianconi et al. fails to cure the deficiency of Anvekar et al. and Wallenius. Accordingly, dependent claims 2, 36 and 40 are also patentable for respectively depending on an allowable base claim.

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CONCLUSION

Accordingly, in view of the above amendments and remarks, reconsideration of the objections and rejections and allowance of each of claims 1-3 and 34-40 in connection with the present application is earnestly solicited.

Should there be any outstanding matters that need to be resolved in the present application, the Examiner is respectfully requested to contact Gary D. Yacura at the telephone number of the undersigned below.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 08-0750 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

Respectfully submitted,

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By



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